



Utah Counties Insurance Pool  
*Serving Counties Since 1992*

# AGENDA

## BOARD OF TRUSTEES MEETING

Wednesday, May 12, 2004, 3:00 p.m.  
Moab Valley Inn, LaSal Room  
711 South Main, Moab, UT

**PLEASE READ:** Minutes

**PLEASE BRING:**

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Call to Order	Dan McConkie
Review of Board Members Absent	
Approval of March Minutes	

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### ITEM INFORMATION

1	Broker's Report	AJG & Co.
2	Chief Executive Officer's Report	Lester Nixon
3	Loss Control Manager's Report	Mark Brady
4	Review New Utah Governmental Immunities Act	Lester Nixon

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### ACTION

5	Status of Building Agreement	Lester Nixon
6	Services & Promotional Opportunities Agreement w/UAC	Dan McConkie
7	Approve Joint Policy County Vehicle Use	Lester Nixon
8	Approve Coverage Agreement Changes Necessary to Conform to the New Utah Governmental Immunities Act	Lester Nixon
9	Ratification and Approval of Payments	Gene Roundy
10	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	
11	Action on Litigation Matters	Kent Sundberg
12	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	

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Wrap-up

Other Business

Adjourn

Dinner

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**ADDITIONAL INSTRUCTIONS:**





Utah Counties Insurance Pool  
*Serving Counties Since 1992*

## MINUTES

### BOARD OF TRUSTEES MEETING

May 12, 2004, 3:00 p.m.  
Moab Valley Inn, Moab, Utah

#### BOARD MEMBERS PRESENT

Dan McConkie, *President*, Davis County Commissioner  
Lynn Lemon, *Vice President*, Cache County Executive  
Gene Roundy, *Secretary-Treasurer*, Iron County Commissioner  
Steve Baker, Davis County Personnel Director  
Kay Blackwell, Piute County Commissioner  
Ken Bischoff, Weber County Commissioner  
Jim Eardley, Washington County Commissioner  
Jerry Grover, Utah County Commissioner  
Ira Hatch, Emery County Commissioner  
Ed Phillips, Millard County Sheriff  
Kent Sundberg, Utah County Deputy Attorney  
Steve Wall, Sevier County Clerk-Auditor

#### OTHERS PRESENT

Lester Nixon, Chief Executive Officer  
Mark Brady, Loss Control Manager  
Sonya White, Executive Assistant  
Patsy Clarke, Senior Workers Comp Claims Adjuster, ASC

#### CALL to ORDER

Dan McConkie called the meeting of the Utah Counties Insurance Pool Board of Trustees to order at 3:00 p.m. on May 12, 2004 and welcomed those in attendance.

#### REVIEW of BOARD MEMBERS ABSENT

All Board Members were present at this meeting.

#### APPROVAL of MARCH MINUTES

The minutes of the Board of Trustees meeting held March 18, 2004 were previously sent to the Board members for review. Steve Wall recommended that *prorate* be corrected to *prorated* in the sixth sentence under the APPROVE AMENDED GENERAL BUDGET, page five. Steve Wall made a motion to approve the March 18, 2004 Board meeting minutes as corrected. Lynn Lemon seconded the motion, which passed unanimously.





## **BROKER'S REPORT**

Lester Nixon explained that Arthur J. Gallagher & Co. had no new items to report. Therefore, John Chino requested to be excused from this meeting.

## **REVIEW NEW UTAH GOVERNMENTAL IMMUNITIES ACT**

Lester Nixon reviewed the rewritten Utah Governmental Immunities Act (GIA or Act) with the Board (see attachment #1). Effective July 1, the five major areas of change are: 1) All operations of government will be governed by this single code; 2) All political subdivisions are protected by this code (including Utah Counties Insurance Pool); 3) Immunity for discretionary functions arising from acts considered by some as "proprietary" has been reenacted; 4) Increased caps to \$553,500 per person per occurrence and \$1,107,000 for two or more persons in any one occurrence (the State Risk Manager has the authority to adjust the limits for inflation every two years); and 5) Notice of claim provisions totally rewritten. Lester explained that the notice of claim provisions now require that each governmental entity file a statement with the Division of Corporations and Commercial Code within the Department of Commerce containing the name and the address of the governmental entity and the office or agent designated to receive a notice of claim. The statement shall be updated as necessary to ensure its accuracy. The statute of limitations does not begin to run until a claimant knew they had a claim for injury (one year statute). A claim is deemed denied at 60 days instead of the previous 90 days. Lester explained that these changes were presented to the member insurance coordinators at their April 20 meeting. Lester will follow-up with those counties who were not in attendance. Jerry Grover asked if the Pool's reinsurance premiums will increase due to the increased caps for governmental immunity. Lester responded that the Pool may experience an increase in their 2005 reinsurance premiums.

## **LOSS CONTROL MANAGER'S REPORT**

Mark Brady reported that following the April 20 Insurance Coordinators Workshop, interest in complying with the Risk Management Program has increased among the members. Garfield and Kane Counties immediately scheduled meetings to arrange their accident review boards and revisit the Program. Mark performed facility inspections in Juab and Wasatch Counties and conducted harassment training for the Tooele County Health Department. Mark explained that he is not able to run any statistical reports for the Board because the new claims system is not fully functional yet. Mark will be attending the Risk and Insurance Management Society training in Chicago next week. This will be the first risk management training Mark has received. The first Planning and Zoning Conference conducted by the Pool was well received by over 30 attendees. The presenters were very knowledgeable and experienced. The Pool will make this type of training (targeting planning administrators) an annual event. Mark has asked to review the Health Department's personnel policies; most use separate policies from the county.

## **CHIEF EXECUTIVE OFFICER'S REPORT**

Lester Nixon provided the Board with an article from captive.com, a Business to Business Risk & Insurance Exchange publication from LexisNexis (see attachment #2). During the first quarter of 2004, commercial property premiums fell 1.5%. Underwriting discipline has been a concern since the September 11 attacks but the markets are not ready to release premiums. The article points out that insureds will see a decrease in property rates.

Lester reported that the Insurance Coordinators Workshop was well attended by over 40 member coordinators who handle the property and liability insurance as well as the workers compensation insurance within the counties. Dave Wilson and Chris Allred of the Weber County Attorney's office helped staff with a mock sexual harassment trial. The trial was well received so plans are being made to conduct a mock trial relating to personnel issues at the 2005 Personnel Workshop.

Lester introduced Patsy Clarke, Senior Claims Adjuster for Alternative Service Concepts (the Pool's Third Party Claims Administrator for the Workers Comp Program), to provide the Board with a report. Patsy reported that she is receiving 10-12 claims per month with 50+ total claims and one recovery. Most



claims are coming out of the Sheriffs' Departments. Patsy said that the county representatives are very cooperative and responsive. A concern that has surfaced is needle sticks and public exposure of an employee who is unaware they may have a disease. Counties need to make sure employees and volunteers are up-to-date on their vaccinations and tests. A safety person, when hired, will be able to work more closely with the counties on this matter. Patsy has been invited and has attended safety meetings in Carbon and Juab Counties and is scheduled to meet with San Juan County in September. Total incurred reserves to date are \$70,000. Lester reported that there are 20 counties in the Pool's Workers Comp Program and proposals have been provided to Washington and Weber Counties whose renewal date is June 1. Cache County is a July 1 renewal and Lester will be providing the County with a proposal. Lynn Lemon said that the Workers Comp Fund is claiming that if the Pool doesn't have at least \$100 million in reserve, workers comp claims will break the Pool. Lester disagreed with that statement but agreed with Lynn's comment of the statement being a scare tactic. The Pool is over the lag time experienced by new programs. The mature claims activity will start in May and June for those counties that joined January 1. The claims reported in those months will be the average monthly experience for a county. Monthly claim experience reports will be provided to the Board at each meeting starting in June.

Lester requested direction from the Board regarding costs of spouses attending Pool functions and whether Board Members should pay for their spouse. Jim Eardley made a motion directing Lester to draft a travel policy to include Trustees paying for all costs incurred by their spouse when attending Pool functions and look at per diem versus receipts reimbursement. Ed Phillips seconded the motion, which passed unanimously. Jerry Grover suggested that federal guidelines be used in the policy.

#### **STATUS of BUILDING AGREEMENT**

Lester Nixon prepared a breakdown of annual building costs paid by UCIP (see attachment #3). Assuming the expensing of rent, rather than creating equity in real property, UCIP is paying about three times the going rate for a triple net lease, i.e., \$107.26 per square foot for occupied office space or \$40.18 per square foot for occupied office space and common areas. Lester reiterated the importance of UCIP maintaining equity in the building. Lester explained that the Utah Association of Counties (UAC) has the Building Agreement ready but declined to forward it to the Utah Counties Insurance Pool (UCIP) pending resolution of the Services Agreement. For some reason, UAC is connecting the two agreements although members of the UCIP Board do not consider them to be linked. No action was taken on this item at the UAC Board meeting held April 21.

#### **SERVICES & PROMOTIONAL OPPORTUNITIES AGREEMENT w/UAC**

Lester Nixon requested clear direction from the Board of Trustees for making a counteroffer to the UAC Board of Directors at their June 11 meeting. Ken Bischoff said that the Services Agreement presented to the UAC Board of Directors on April 21 did not include the March 18 changes made by the UCIP Board of Trustees. Dan McConkie said that he and Lester conveyed these changes to Brent Gardner, UAC Executive Director, on March 18 but the Agreement was not revised. Ed Phillips questioned where the miscommunication lies; with the UAC Board or the UAC Executive Director. Kay Blackwell responded that the UAC Board is asking why UCIP has a problem with the Agreement. Kent Sundberg said that clarification must be made before any animosity is created. Jim Eardley recommended that the Officers of the Board of Trustees and the Executive Committee of the UAC Board (without the Chief Executive Officer and Executive Director) be called together to work out the Services Agreement. Steve Wall made a motion that the Officers and Executive Committee finalize the Services Agreement. Ira Hatch seconded the motion, which was open to discussion. Steve Baker said that clear instructions must be given to the Officers. The direction of the Board in the March 18 meeting minutes was reiterated:

Item 1, *UAC will provide advertising, exhibit and sponsorship opportunities to UCIP for an annual fee of \$4,080, omit from the Agreement because exhibit and sponsorship opportunities are given to other vendors without an agreement.*



Item 2, *UAC will provide UCIP opportunity for promotion, advertising and sponsorship of its Newly Elected Officials Training Meetings for a fee of \$3,500*, omit from the Agreement because UCIP is not considered a co-organizer and presenter as written.

Item 3, *UAC will provide UCIP with exclusivity for a fee of .003% of the gross annual premium paid by all counties, which participate in UCIP*, omit from the Agreement because the Board does not want to pay for exclusivity if UCIP has already committed to be a major sponsor.

Items 4 & 5, *UAC will provide UCIP with legislative representation for an annual fee of \$10,000*, approved as written in the Agreement.

Item 6, *UAC will provide property management services to UCIP for an annual fee of \$3,000*, change annual fee to \$1000. Kay Blackwell made a motion to change the annual fee to \$2500. Ken Bischoff seconded the motion, which passed 8-4; Steve Baker, Ed Phillips, Kent Sundberg and Steve Wall opposing.

Item 7 & 8, *This Agreement regulated and enforced under and by the laws of the state of Utah and costs associated with breach of responsibilities reimbursed to the non-breaching party*, approved as written in the Agreement.

Ken said that the Board has already acted and decided on these changes so UCIP should rewrite the Agreement and present it to UAC. Kent agreed stating that UCIP has already made their requests verbally but the changes were not implemented. Steve Wall withdrew his motion; Ira Hatch concurred. Steve Wall made a motion directing Lester Nixon to rewrite the Agreement with the changes made by the Board and to draft a cover letter to accompany the Agreement, addressed to LaMar Guymon, UAC President, with a copy to Brent Gardner, UAC Executive Director, and signed by the UCIP President, Dan McConkie, explaining why the Board made each change to the Agreement and to request the status of the Building Agreement. Gene Roundy seconded the motion, which passed unanimously.

#### **APPROVE JOINT POLICY COUNTY VEHICLE USE**

Lester Nixon requested that this item be tabled until the August Board of Trustees meeting and explained that only one county has responded with changes to the draft policy. Steve Baker explained that Davis County has a problem with the currently drafted language. The Board tabled this item until August.

#### **COVERAGE AGREEMENT CHANGES NECESSARY to CONFORM to the NEW UTAH GIA**

Lester Nixon explained that the Coverage Agreement needs to be changed to conform to the new Utah Governmental Immunities Act. The Utah Counties Insurance Pool (UCIP) had assumed that it could discontinue Personal Injury Protection (PIP) coverage when the claims adjusters were hired as staff. However, based on the decision in the Neel v. State case, UCIP is required to provide PIP. If UCIP does not provide PIP, members would have to provide PIP coverage themselves. The sections amended by the rewrite of the Utah Governmental Immunities Act include 31A-22-305, uninsured and underinsured motorist coverage (see attachment #4). However, UCIP is able to set its own level of coverage; Lester recommended \$5000. Gene Roundy made a motion directing Lester to amend the Coverage Agreement as recommended and provide a copy of the amendments to the Board for approval at its June 3 meeting. Lynn Lemon seconded the motion, which passed unanimously.

#### **RATIFICATION and APPROVAL of PAYMENTS**

Gene Roundy reviewed the payments made and the payments to be made with the Board (see attachment #5). Gene Roundy made a motion to approve the payments made and the payments to be made. Lynn Lemon seconded the motion, which passed unanimously.



**SET DATE and TIME for CLOSED MEETING**

Lynn Lemon made a motion to set the date and time of a closed meeting to discuss pending or reasonably imminent litigation for May 12, 2004 at 4:55 p.m. Jerry Grover seconded the motion, which passed unanimously.

Jim Eardley made a motion to conclude the closed meeting to discuss pending or reasonably imminent litigation on May 12, 2004 at 5:00 p.m. Steve Baker seconded the motion, which passed unanimously.

**ACTION on LITIGATION MATTERS**

Kent Sundberg made a motion to increase the settlement authority on claim number WEB03089480 by \$10,000 for a total settlement authority up to an amount of \$150,000. Jim Eardley seconded the motion, which passed unanimously.

Kent Sundberg made a motion authorizing settlement authority up to an amount of \$250,000 on claim number SAJ000072004. Gene Roundy seconded the motion, which passed unanimously.

**SET DATE and TIME for CLOSED MEETING**

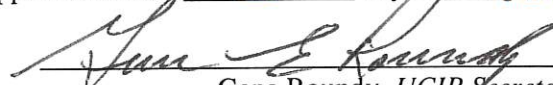
Jim Eardley made a motion to set the date and time for a closed meeting to discuss the character, professional competence, physical/mental health of an individual for May 12, 2004 at 5:02 p.m. Lynn Lemon seconded the motion, which passed unanimously.

Gene Roundy made a motion to conclude the closed meeting to discuss the character, professional competence, physical/mental health of an individual for May 12, 2004 at 5:10 p.m. Lynn Lemon seconded the motion, which passed unanimously.

Ken Bischoff made a motion authorizing Lester Nixon to hire a Worker Compensation Safety Manager up to an annual salary of \$50,000. Jim Eardley seconded the motion, which passed unanimously.

Respectfully submitted by Sonya White, Executive Assistant.

Approved on this 3 day of June 2004

  
Gene Roundy, UCIP Secretary-Treasurer





# AFFIDAVIT OF DAN McCONKIE

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

Dan McConkie, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.

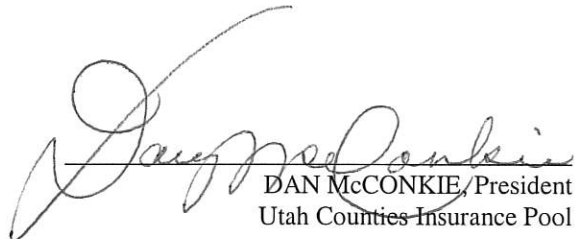
2. That the Affiant, on or about the 12 day of May, 2004, presided over a meeting of the Utah Counties Insurance Pool Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.

3. That a quorum of the Utah Counties Insurance Pool Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.

4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

FURTHER, Affiant saith not.

DATED this 12 day of May, 2004.


  
DAN McCONKIE, President  
Utah Counties Insurance Pool

On the 3 day of June 2004, personally appeared before me Dan McConkie, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.



My Commission Expires:

Residing at:

  
NOTARY PUBLIC  
Sandy, UT  
4-18-2006



## UTAH GOVERNMENTAL IMMUNITIES ACT

- Totally rewritten, in part to modernize language
- Effective July 1,2004
- Five major areas of change

## UGIA

1. **All** operations of government, regardless of their potential characterization as governmental or proprietary, will be governed by this single code.

## UGIA

2. All political subdivisions, including special service districts and entities created under the Interlocal Cooperation Act, are protected by this code. (includes UCIP)

## UGIA

3. Immunity for discretionary function arising from acts considered by some as “Proprietary” has been reenacted.

## UGIA

4. Increases “Tort Caps” to \$553,500 for any one person in any one occurrence and \$1,107,000 for two or more persons in any one occurrence.

(The State Risk Manager has the authority to adjust the limits for inflation every two years.)

## UGIA

5. Notice of claim provisions have been totally rewritten.

**Main** Differences are as follows:



## UGIA

- I. Each governmental entity subject to suit under this chapter shall file a statement with the Division of Corporations and Commercial Code within the Department of Commerce containing:
- A) the name and the address of the governmental entity
  - B) the office or agent designated to receive a notice of claim

## UGIA

- C. The address at which it is to be directed and delivered
- D. Each governmental entity shall update its statement as necessary to ensure that the information is accurate.**
- E. Division shall maintain index and make it available to the public.

## UGIA

### II. Claim for Injury: (1) year statute

- A. Statute of limitations does not begin to run until a claimant knew, or with reasonable diligence should have known they had a claim.

## UGIA

### B. Notice of claim shall set forth:

- a) Brief Statement of facts
- b) Nature of the claim asserted
- c) The damages incurred by the claimant so far as they are known

## UGIA

Claim is deemed denied at 60 days instead of previous 90 days.

This "Proper Notice of Claim" based on these guidelines needs to be "directed and delivered" to the County Clerk (or registered recipient), when the claim is against the County.





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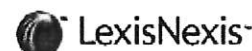
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**SOFT MARKET DAWNS FOR PROPERTY/CASUALTY INSURERS**

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 BestWire  
 April 26, 2004*

SAN DIEGO (BestWire) - The beginning of another soft market was a hot topic among insurance industry leaders during the Risk and Insurance Management Society's annual conference and exhibition April 18-22 in San Diego.

Several key executives told risk managers and other members of the insurance industry that commercial premiums in two lines of insurance are beginning to drop. The Risk and Insurance Management Society's Benchmark Survey, released April 21, showed that for the first time in more than four years, two major lines of commercial insurance--property and general liability--saw pricing decreases in the same quarter.

During the first quarter of 2004, commercial property premiums fell 1.5% while general liability insurance fell by 1.4%, according to the survey. For property lines, it was the second consecutive quarter with a decrease. Property rates dropped by 8.8% reduction during the fourth quarter of 2003, which was the first decline in premium prices for any major line of commercial insurance since 2000, the RIMS Benchmark Survey said.

Other lines of business, such as directors and officers, saw increases of less than 5%, RIMS said.

In addition, two large brokers released reports that also said the property insurance market is softening. Premiums are falling on average 10% for buyers of U.S. commercial property insurance, Aon Corp.'s 2004 U.S. Property Report said. After increases in property rates of 42% in 2002 and 35% in 2001, property rates have fallen 15% in 2003, according to Aon.

Aon attributed the drop in premiums to improved investment returns for insurers, increased capacity and the absence of catastrophic losses during 2003.

Also, Willis Group Holdings released a report on insurance market conditions that said the property market's capacity has grown significantly, which fueled competition and drove down prices. The group also said it has seen a reduction in deductible thresholds for programs that had experienced "over-correction" during the hard market.

Also supporting the case for a softening market is a survey of the U.S. commercial property/casualty market, released by the Council of Insurance Agents & Brokers. That survey found that during the first quarter average premium increases for all sizes of property/casualty accounts appear to be returning to 1999 levels--when the last soft-market cycle was ending.

According to the CIAB survey, 81% of respondents saw either no change or a drop in commercial property insurance rates. A drop of 1% to 10% was reported by 31% of respondents, while 20% reported a drop in rates of between 10% and 20%, and 7% said rates fell 20% to 30%.

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Commercial coverage is still expensive and hard to get in lines such as residential construction risks, umbrella coverage, workers' compensation and medical malpractice, the CIAB said. But the brokers surveyed for the report are more concerned that the cycle is turning soft.

The softening comes after more than two years of a severe hard market.

"The market hardened across all lines after 9/11, like nothing else I had seen in my career, or even heard about," said Brian O'Hara, chief executive officer of XL Capital Group.

Most cycles are focused on one area or another, such as casualty insurance during the mid-1980s and property catastrophe during the early 1990s, O'Hara said. He has seen the current cycle showing change most dramatically in property and professional liability.

"But I don't think it's a free-fall," O'Hara said. "I think it's an adjustment."

The seeds of this cycle were laid down two or three years ago when insurers made large price increases because they concluded their product had previously been underpriced, said Max Taylor, chief deputy chairman of Aon. In addition, insurers restricted coverage by adding exclusions and increasing deductibles.

As a result, insurers made more money for the quality of risk they held. And overpricing drove businesses to insure through captives, which increased competition among traditional insurers. "It was inevitable that it would lead to increased profits and that it would lead to competition," Taylor said.

In 2003, insurers raised \$100 billion in new capital, he said, citing data from A.M. Best Co. Property and casualty companies made \$29.9 billion in profit, which is 10 times what they made in 2002, he said. The industry ended the year in better shape than it was at the beginning of 2003, Taylor said.

However, with investment returns still lower than during the height of the last soft market, this soft market could be short-lived, said Tom Ruggieri, chief executive officer of Advisen Ltd., which summarized the information for the RIMS Benchmark Survey.

"By the third or fourth quarter, we'll know if companies are really cutting prices or if the market has reached a plateau where they hold rate increases to 5% to 10%," Ruggieri said.

But Taylor said this market cycle is different from the 1990s, which was driven by stock market returns.

"The 1990s soft market seemed to go on forever, driven by the investment climate," Taylor said. At that time, investors were confident in stock market returns, and, although most insurers wouldn't admit it, they had an objective to capture investment, he said.

This time, they're more disciplined, they have capital, they have better investments and they're determined to get it right after their mistakes of the past, Taylor said.

But, "there's no accounting for people who do stupid things, and they do," Taylor said. He described the market as "delicately poised" for the future. "Don't forget that the first to heal also will be the first to be wounded," he said.

What's most important for the insurance industry are companies' ability to make money, said Joe Plumeri, chairman and CEO of Willis. "It's nice that prices are going down," but it's more important that the industry is stable in the long run, he said.

The problem, Plumeri said, is that insurers have consistently spent more than they made and then tried to make up for it with pricing.

(By Meg Green, senior associate editor, Best's Review: [Meg.Green@ambest.com](mailto:Meg.Green@ambest.com) and



## **AGENDA ITEM SUMMARY**

### ***Item Description***

Building sublease and purchase agreement with Utah Association of Counties.

### ***Background, Discussion***

The UAC Board has a Building Agreement ready. They declined to forward it to UCIP, pending resolution of the service agreement.

<b><i>Recommendation</i></b>	

Our building has **14,202** square feet, including the basement. **2,195** square feet are occupied as offices. UCIP has **839** sq ft of offices, which is **38%** of the total occupied office space.

UCIP is charged for **38%** of the debt service and interest on the building, along with **38%** of all utilities and building maintenance and service.

## **ANNUAL BUILDING COST PAID BY UCIP**

Debt service	\$51,503
Interest	17,226
Trustee Fees	1,266
Utilities, Maintenance	20,000 *
Total	\$89,995

\* approximate

Ways to look at building costs:

1. \$89,995 divided by 839 = \$107.26 per square foot
2. \$89,995 divided by 839 (offices) + 801 training room + 300 conference room + 300 common area (total of 2,240) = \$40.18 per square foot
3. Assuming the expensing of rent, rather than creating equity in real property, UCIP is paying about three times the going rate for a triple net lease.

## **AGENDA ITEM SUMMARY**

### ***Item Description***

Consider service and promotional opportunity agreement with Utah Association of Counties.

### ***Background, Discussion***

The Board of Trustees viewed this agreement at their last meeting. Staff needs clear direction from the Board for making a counteroffer to the UAC Board. The UAC Board will meet June 11 in Panguitch.

<b><i>Recommendation</i></b>	

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Utah Association of Counties ("UAC") and Utah Counties' Insurance Pool ("UCIP").

WHEREAS, UCIP desires to receive certain services and promotional opportunities from UAC; and

WHEREAS, UAC desires to provide UCIP certain specific services and promotional opportunities;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

For a period of two years, beginning January 1, 2004, and extending through and including December 31, 2005 and thereafter, for such further period as may be hereafter agreed by the parties, UAC will provide the following services for, and make available the following promotional opportunities to UCIP:

1. UAC will provide advertising, exhibit and sponsorship opportunities to UCIP in the form of the "Works Vendor Package," as more specifically set forth in Exhibit "A," attached hereto and by this reference incorporated herein, for an annual fee of Four Thousand Eighty Dollars (\$4,080.00). The fee the year 2005 shall be determined prior to January 31, 2005. Fees for such advertising, exhibit and sponsorship opportunities will be due and payable no later than fifteen (15) days prior to the date set for such promotional sponsorship or advertising opportunity.
2. Any additional promotional opportunities, sponsorships or advertisements in UAC publications, meetings or events, not listed in this Agreement or in the attached Exhibit "A," provided to UCIP will be provided at an additional charge, based upon fees established by UAC. Any additional opportunities described in this paragraph shall include consultation and planning the program and time to make a presentation on risk management issues. Presentation of risk management issues, as contemplated under this paragraph shall be equal to approximately 25% of the risk management presentation time in the departmental session breakout of County Commissioners and County Council Members. UAC will provide UCIP the opportunity for promotion, advertising and sponsorship of its "Newly Elected Officials Training Meetings" in the year 2005 for a fee of Three Thousand Five Hundred Dollars (\$3,500.00). Fees for such additional advertising, exhibit and sponsorship opportunities will be due and payable no later than fifteen (15) days prior to the date set for such promotional sponsorship or advertising opportunity.
3. UAC will provide UCIP with the exclusive opportunity to promote its insurance programs and services at UAC events and meetings for a fee of .003% of the gross annual premium paid by all Counties which participate in UCIP's insurance programs. Fees for such

exclusive promotional opportunity will be billed quarterly and shall be due and payable within fifteen (15) days from the date of receipt of the UAC billing for such services.

4. UAC will provide UCIP with legislative representation services during the 2004 and 2005 annual general sessions of the Utah State Legislature for a fee of Ten Thousand Dollars (\$10,000.00) per year. UAC's services are specifically limited to monitoring and notification. UAC will read proposed legislation and notify the UCIP Director concerning those bills which may have an impact upon UCIP operations. UAC will monitor legislative committee meetings and floor actions and notify and advise the UCIP when legislation impacting UCIP will be considered within a reasonable time frame. It is specifically understood between the parties that offered amendments, substitute bills and other actions are often taken with little or no prior notice to any interested parties. Moreover, bills may never be considered by the Legislature, even though they are scheduled for hearings. UAC will not contact individual legislators, prepare or present information for and in behalf of UCIP at any meeting, task force or informal gathering of legislators during the session. UAC is not responsible for any favorable or unfavorable outcome of any legislation impacting UCIP during the general sessions of the Utah State Legislature. Fees for such legislative representation services will be due and payable no later than one week prior to the commencement of the general legislative session.

5. UCIP will provide to UAC a summary, description, listing or other understanding of those legislative issues UAC is responsible to monitor for UCIP under the terms of this Agreement.

6. UAC will provide property management services to UCIP for the office building located at 5397 South Vine Street, Salt Lake City, Utah. Those services include negotiating, monitoring and payment of ongoing maintenance contracts, allocation of utility and maintenance charges, negotiating, monitoring and payment of repair contracts and services for shared equipment and for the building itself, allocation and payment of debt service fees and charges, and monitoring, allocation and payment of real estate taxes and services and appeal of taxes when appropriate. UAC will bill UCIP an annual fee of \$3,000.00 for the services to be provided by UAC as described in this paragraph. All fees due from UCIP for the services described in this paragraph 6 shall be billed quarterly and shall be due and payable within fifteen (15) days from the date of receipt of the written billing statement from UAC. Any management fee not paid when due shall accrue interest at the rate of 1.5% per month from the first day of the quarter in which said services were provided, up to and including the date of payment.

7. This agreement shall be construed, regulated and enforced under and by the laws of the state of Utah, without regard to conflict of law principles. Venue in the event of any need for any legal action arising out this Agreement shall be in Salt Lake County, Utah.

8. If any party to this Agreement shall be found to be in breach of its responsibilities arising under this Agreement, the non-breaching party shall be entitled to reimbursement for

costs and fees, including a reasonable attorney's fee, incurred in enforcing such non-breaching party's rights arising under this Agreement.

IN WITNESS WHEREOF this Agreement has been executed at Salt Lake City, Salt Lake County, State of Utah, on the day and year first above written.

UTAH ASSOCIATION OF COUNTIES ("UAC")

\_\_\_\_\_  
L. BRENT GARDNER, Executive Director  
Its Duly Authorized Agent

UTAH COUNTIES' INSURANCE POOL ("UCIP")

\_\_\_\_\_  
By: \_\_\_\_\_  
Its Duly Authorized Agent

## **Costs of Proposed Agreement**

<b>Works Vendor Package (Presently doing)</b>	<b>\$4,080 (Budgeted)</b>
<b>Newly elected Officials (25% of Presentation Time)</b>	<b>\$3,500 (Not Budgeted)</b>
<b>Exclusive insurance sponsor with UAC .003 of gross annual premium</b>	<b>\$15,000 in 2004(+/-), 18,000 in 2005</b>
<b>Legislative representation</b>	<b>\$10,000 (Budgeted)</b>
<b>Property Management Services</b>	<b>\$3,000 * (Budgeted)</b>
<b>ANNUAL COST</b>	<b>\$35,580 in 2004</b>

**\* Property Management costs are presently billed at UAC's hourly cost.**



## AGENDA ITEM SUMMARY

### *Item Description*

Consider changes to the UCIP Multiline Coverage Agreement.

### *Background, Discussion*

1. Personal Injury Protection (PIP) see *Neel v. State*

Explanation: We had assumed that UCIP could discontinue PIP Coverage when the claims adjusters were hired as staff; however, based on the decision in the *Neel* case, we apparently are required to provide PIP. If UCIP does not provide it, members would have to on their own.

2. Uninsured Motorists and Underinsured Motorists

Explanation: The sections amended by the rewrite of the Utah Governmental Immunities Act include 31A-22-305, **Uninsured and underinsured motorist coverage (attached)**. However, UCIP is able to set its own level of coverage.

Recommendation: Level be set very low.

### *Recommendation*

Staff recommends authorizing the CEO to prepare the changes and bring them to the June Board meeting.



Whether an insurance policy or combination of policies was "purchased to satisfy the owner or operator's security requirement of § 301" hinges not on whether it actually satisfied the statutory security requirement, but on whether it was purchased for the purpose of satisfying the statutory security requirement. *Arredondo v. Avis Rent A Car Sys.*, 2001 WL 24 P.3d 928.

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on a highway or on a quasi-public road or parking area within the state; and

(b) every nonresident owner of a motor vehicle that has been physically present in this state for:

(i) 90 or fewer days during the preceding 365 days shall maintain the type and amount of owner's or operator's security required in his place of residence, in effect continuously throughout the period the motor vehicle remains within Utah; or

(ii) more than 90 days during the preceding 365 days shall thereafter maintain owner's or operator's security in effect continuously throughout the period the motor vehicle remains within Utah.

(3) (a) Except as provided in Subsection (5), the state and all of its political subdivisions and their respective departments, institutions, or agencies shall maintain owner's or operator's security in effect continuously for their motor vehicles.

(b) Any other state is considered a nonresident owner of its motor vehicles and is subject to Subsection (2)(b).

(4) The United States, any political subdivision of it, or any of its agencies may maintain owner's or operator's security in effect for their motor vehicles.

(5) Owner's or operator's security is not required for any of the following:

(a) off-highway vehicles registered under Section 41-22-3 when operated either:

(i) on a highway designated as open for off-highway vehicle use; or  
(ii) in the manner prescribed by Section 41-22-10.3;

(b) off-highway implements of husbandry operated in the manner prescribed by Subsections 41-22-5.5(3) through (5);

(c) electric assisted bicycles as defined under Section 41-6-1;

(d) motor assisted scooters as defined under Section 41-6-1; or

(e) personal motorized mobility device as defined under Section 41-6-1.

**History:** C. 1953, 41-12a-301, enacted by L. 1985, ch. 242, § 48; 1987, ch. 162, § 29; 1993, ch. 189, § 1; 1993, ch. 202, § 2; 1994, ch. 179, § 1; 1996, ch. 128, § 1; 1996, ch. 208, § 3; 1998, ch. 245, § 5; 1999, ch. 350, § 2; 2002, ch. 165, § 5.

**Amendment Notes.** — The 1999 amend-

ment, effective May 3, 1999, added the Subsection (1)(a) designation; added Subsection (1)(b), making a related stylistic change; and inserted "or on a quasi-public road or parking area" in Subsection (2)(a).

The 2002 amendment, effective May 6, 2002, added Subsection (5)(e).

#### NOTES TO DECISIONS

##### Insurance.

Whether an insurance policy or combination of policies was "purchased to satisfy the owner's or operator's security requirement of § 41-12a-301" hinges not on whether it actually satisfies the statutory security requirement, but rather whether it was purchased for the purpose of satisfying the statutory security requirement. *Arredondo v. Avis Rent A Car Sys.*, 2001 UT 29, 24 P.3d 928.

Where the insurance policy on the rental car was not a "policy of insurance or combination of policies purchased to satisfy the owner's or operator's security requirement of § 41-12a-301," the coverage of that policy was governed by its own terms, and it was an "excess only" policy which expressly excluded coverage of the named insured's son. *Arredondo v. Avis Rent A Car Sys.*, 2001 UT 29, 24 P.3d 928.

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Supreme Court of Utah.

Sue NEEL, Plaintiff and Appellant,  
v.  
STATE of Utah, Defendant and Appellee.

No. 940282.

Feb. 2, 1995.

State employee who was injured in car accident while riding in state-owned car in course of her employment brought action to recover personal injury protection (PIP) benefits against the state, as self-insurer. The Second District Court, Weber County, dismissed action, and employee appealed. The Court of Appeals, Bench, J., 854 P.2d 581, reversed and remanded. The Second District Court, Stanton M. Taylor, J., entered summary judgment for state, and employee appealed. The Supreme Court, Howe, J., held that workers' compensation exclusivity provision did not bar action, overruling *IML Freight, Inc. v. Ottosen*.

Reversed and remanded.

## West Headnotes

**[1] Appeal and Error** 842(2)  
30k842(2) Most Cited Cases

Because parties raised only questions of law, Supreme Court would give trial court's legal conclusions no deference and would review them for correctness.

**[2] Insurance** 2660  
217k2660 Most Cited Cases  
(Formerly 217k467.61(4))

Whether employee is entitled to personal injury protection (PIP) benefits cannot turn on employer's decision to secure private insurance or to self-insure. U.C.A.1953, 41-12a-407(2).

**[3] Insurance** 2847  
217k2847 Most Cited Cases  
(Formerly 217k532.5(3))

Where automobile accident is covered by both workers' compensation and no-fault insurance, statute providing that personal injury protection (PIP) benefits are payable to injured employee but are reduced by benefits which he receives under workers' compensation permits no-fault insurer to exclude some liability, that which is compensable under workers' compensation, but not all liability; overruling *IML Freight, Inc. v. Ottosen*, 538 P.2d 296. U.C.A.1953, 31A-22-309(3)(a).

**[4] Statutes** 174  
361k174 Most Cited Cases

Supreme Court has no power to rewrite statute to make it conform to an intention not expressed.

**[5] Workers' Compensation** 2084  
413k2084 Most Cited Cases

Workers' compensation exclusivity provision did not bar action for personal injury protection (PIP) benefits under Automobile No-Fault Insurance Act brought against State, as self-insurer, by state employee who was injured in car accident while riding in state-owned car in course of her employment.

**[6] Insurance** 2847  
217k2847 Most Cited Cases  
(Formerly 217k532.5(3))

No-fault insurers, including self-insurers, are required to pay personal injury protection (PIP) benefits to injured employees to extent that those benefits exceed workers' compensation benefits.

**[7] Insurance** 2847  
217k2847 Most Cited Cases  
(Formerly 217k138(4))

Although state's self-insurance program excludes personal injury protection (PIP) benefits to any person entitled to workers' compensation benefits, this exclusion is not in harmony with statutory requirements and is, therefore, invalid. U.C.A.1953, 31A-22-309(3)(a).

\*922 Daniel L. Wilson, Ogden, for plaintiff.

Jan Graham, Atty. Gen., Brent A. Burnett, Asst. Atty. Gen., Salt Lake City, for defendant.

HOWE, Justice:

Plaintiff Sue Neel brought this action against her employer, the State of Utah, to collect personal injury protection ("PIP") benefits under Utah's Automobile No-Fault Insurance Act. The State initially moved to dismiss the complaint for failure to comply with the requirements of the Governmental Immunity Act. The trial court granted the motion without prejudice. On appeal, the Utah Court of Appeals held that because the action sounded in contract, the procedural requirements of the immunity act did not \*923 apply. *Neel v. State*, 854 P.2d 581, 585 (Utah Ct.App.1993).

On remand, the State filed a motion for summary judgment, contending that Neel was barred from seeking PIP benefits from the State by the exclusive remedy provision of the Workers' Compensation Act. The district court granted the motion on that basis, and Neel appeals.

## I. FACTS

Neel was injured in a car accident in December 1990 while riding in a state- owned car in the course of her employment with the State. The State paid her all the workers' compensation benefits to which she was entitled. In this action, she seeks PIP benefits to the extent those benefits were not covered by workers' compensation, including reimbursement for loss of household services, second-job wage loss, and the difference between wage reimbursement under workers' compensation (seventy percent of lost wages) and under PIP (eighty- five percent of lost wages). See *Utah Code Ann. § 31A-22-307*. She contends that she is entitled to these benefits under *section 31A-22-309(3) of the code*, which provides, "The benefits payable to any injured person under [the PIP statute] are reduced by: (a) any benefits which that person receives or is entitled to receive as a result of an accident covered in this code under ... workers' compensation...."

At the time of the accident and all other dates relevant to this action, the State self-insured its motor vehicles as permitted by statute. See § 41-12a-301(4). The State's self-insurance program expressly excluded from coverage "bodily injury to any person who is entitled to payments or benefits under the provisions of Utah's Workers' Compensation Law."

## II. ANALYSIS

[1] The facts are not in dispute. Because the parties raise only questions of law, this court gives the trial court's legal conclusions no deference and reviews them for correctness. *West Valley City Corp. v. Salt Lake County*, 852 P.2d 1000, 1002 (Utah 1993).

This case confronts an apparent conflict between Utah's no-fault and workers' compensation statutes. The No-Fault Act requires that "[e]very policy of insurance or combination of policies, purchased to satisfy the owner's or operator's security requirement of Section 41-12a-301 ... shall also include personal injury protection...." § 31A-22-302(2) (emphasis added). Section 41-12a-301(3)(a) declares that "the state ... shall maintain owner's or operator's security in effect continuously for their motor vehicles." Thus the State, along with all other employers, is required to have PIP coverage on its motor vehicles.

Meanwhile, the Workers' Compensation Act provides:

The right to recover compensation pursuant to the provisions of this title for injuries sustained by an employee ... shall be the *exclusive remedy against the employer* ... and the liabilities of the employer imposed by this act shall be in place of any and all other civil liability whatsoever, at common law or otherwise, to the employee....

§ 35-1-60 (emphasis added). Hence, while one statute requires every auto insurance policy--including those held by employers--to include PIP coverage, the other statute arguably bars injured employees from recovering any benefits from that coverage.

### A. *IML Freight*

This is not an issue of first impression for this court. Nearly two decades ago, we decided a declaratory judgment action based on this same conflict. *IML Freight, Inc. v. Ottosen*, 538 P.2d 296 (Utah 1975). Neel argues that *IML Freight* merely addressed the instant issue in dicta. However, a review of the briefs filed by the parties in that case and a careful reading of the opinion itself have led us to conclude otherwise.

*IML Freight* arose when employees of an interstate trucking company filed claims against the company, requesting no-fault benefits. The company filed an action to determine its responsibilities to comply with the no-fault statute and, more specifically, whether the workers' compensation exclusivity clause barred injured employees from obtaining \*924 benefits from



their employers' no-fault coverage.

The court framed the issue in terms of whether the exclusivity provision "was repealed by the No-Fault concept." *Id.* at 297. The court discussed the historical importance of the exclusive remedy of workers' compensation and reasoned that discrimination would result if an employee injured in a motor vehicle could recover more benefits than an employee injured in another manner. *Id.* With little other discussion, the court held as follows:

We believe and hold that the language used by the legislature [in the no-fault statute] did not impose upon an employer subject to the Workmen's Compensation Act, the heart-beat of which is exclusiveness of remedy, any additional burden *personally* to pay any injured employee extra, who happened to drive a motor vehicle, as against fellow employees who happened to push dock dollies or ride cranes to their injury or death.

*Id.* (emphasis added).

[2] We find a number of problems with this reasoning and holding. First, the word "personally" in the holding implies that although an employer need not personally pay PIP benefits, perhaps the employer's private no-fault insurer would have to do so. See 2A Arthur Larson, *The Law of Workmen's Compensation* § 71.24(e), at 14-69 n. 4 (1994) (citing *IML Freight* and speculating that its holding may apply only to self-insurer). Whether an employee is entitled to PIP benefits cannot turn on the employer's decision to secure private insurance or to self-insure. See § 41-12a-407(2) (self-insurers "shall pay benefits to persons injured from the self-funded person's operation, maintenance, and use of motor vehicles as would an insurer issuing a policy to the self-funded person"); *Neel v. State*, 854 P.2d 581, 584 (Utah Ct.App.1993) ("The State's election to self-insure cannot become a stumbling block to the swift recovery of PIP benefits."). Although parts of *IML Freight* can be read to clarify the court's use of the word "personally," the holding remains confusing.

The court's discrimination-of-workers theory is also troubling. It ignores the legislature's requirement that no-fault coverage apply to "[e]very policy of [auto] insurance." § 31A-22-302(2). Thus, contrary to *IML Freight*, the no-fault statute effectively imposed upon all owners of motor vehicles--including employers--an additional burden to buy PIP coverage for their vehicles.

The legislature chose to regulate this aspect of

insurance for all owners of motor vehicles, including employers who own the motor vehicles used in their businesses. This can hardly be deemed discrimination. "[O]ur legislature has the power and duty to promote the public health, safety, and general welfare of all citizens. In furtherance of that power and duty, conditions and regulations for the operation of motor vehicles on our public roads and highways are a proper subject for legislative action." *State v. Stevens*, 718 P.2d 398, 399 (Utah 1986) (per curiam) (footnote omitted). Indeed, the only discrimination that is involved here arises from *IML Freight*: One who is injured in a motor vehicle accident and is covered by workers' compensation is entitled to less benefits than another who is also injured in such an accident but is not covered by workers' compensation.

B. *Utah Code Ann. § 31A-22-309(3)*

The most troubling aspect of *IML Freight* is its cursory treatment of the statute that directly confronts this issue. The no-fault statute explicitly provides, "The benefits payable to any injured person under [the PIP statute] are reduced by: (a) any benefits which that person receives or is entitled to receive as a result of an accident covered in this code under any workers' compensation or similar statutory plan...." § 31A-22-309(3). At the time *IML Freight* was decided, the substantially identical statute was numbered at section 31-41-7(3) (Supp.1973).

*IML Freight* mentions the statute only in passing:

If there be an argument that the No-Fault Act supersedes the Workmen's Compensation Act because it allows for deduction of Workmen's Compensation payments from a No-Fault insurance judgment or settlement, constitutionally it \*925 would appear to be flattened, since the added compensation thus afforded obviously would discriminate in favor of one type of employee, at the expense of an employer, and to the exclusion of others.

*IML Freight*, 538 P.2d at 297. We disagree with this analysis.

"The court's principal duty in interpreting statutes is to determine legislative intent, and the best evidence of legislative intent is the plain language of the statute." *Sullivan v. Scoular Grain Co. of Utah*, 853 P.2d 877, 879 (Utah 1993) (citing *Jensen v. Intermountain Health Care, Inc.*, 679 P.2d 903, 906 (Utah 1984)). "[W]e presume that the Legislature used each term advisedly, and we give effect to each term according to its ordinary and accepted

meaning." *Versluis v. Guaranty Nat'l Cos.*, 842 P.2d 865, 867 (Utah 1992).

[3] The plain language of section 31A-22-309(3)(a) indicates that the legislature considered the very issue that is at hand in this case and decided that PIP benefits are payable to an injured employee but that these benefits are reduced by "any benefits which that person receives ... under ... workers' compensation." In other words, an injured party should be able to receive PIP benefits to the extent that those benefits are not already paid by workers' compensation. The court of appeals has already so interpreted the statute:

We interpret [section 31A-22-309(3)(a)] as expressing the legislature's determination that, as between a no-fault insurer and a workers' compensation insurer ..., the no-fault insurer should not bear the burden of paying the benefits due to an employee accidentally injured in the course of employment even if that injury occurred in a vehicle covered by the requisite no-fault insurance. Accordingly, the no-fault insurer is permitted by this statute to exclude from coverage provided under its insurance policy any liability for injuries that are compensable under the workers' compensation statute....

*Bevans v. Industrial Comm'n*, 790 P.2d 573, 577 (Utah Ct.App.1990) (emphasis added). Thus where an accident is covered by both workers' compensation and no-fault insurance, the statute permits a no-fault insurer to exclude some liability--that which is compensable under workers' compensation--but not all liability.

In oral argument, the State contended that the PIP statute was intended to benefit only employees driving their own vehicles, not employees driving their employers' vehicles. This strained interpretation would have us read language into an otherwise unambiguous statute. The State cites no authority for this assertion, and our own research has not uncovered any case supporting this theory.

Although there is some split of authority on whether the exclusive remedy clause bars an action by employees against their employers' no-fault insurance, the division is primarily due to the differing language of the various no-fault statutes. See 2A Arthur Larson, *The Law of Workmen's Compensation* § 71.24(e), at 14-68 (1994); Vitauts M. Gulbis, Annotation, *Validity and Construction of No-Fault Insurance Plans Providing for Reduction of Benefits Otherwise Payable by Amounts Receivable From Independent Collateral Sources*, 10 A.L.R.4th 996, 1010-13 (1981).

No split of authority appears, however, in states whose no-fault statutes specifically provide that PIP benefits will be reduced by workers' compensation benefits as does section 31A-22-309(3)(a). These states have uniformly allowed both types of benefits. See, e.g., *Tate v. Industrial Claim Appeals Office*, 815 P.2d 15, 19 (Colo.1991) ("This provision coordinates the workers' compensation and PIP benefits so that the injured person does not receive duplicate benefits."); *Brown v. Boston Old Colony Ins. Co.*, 247 Ga. 287, 275 S.E.2d 651, 652 (1981) (declining to go against clear statutory language to deny PIP benefits to injured employee); *Allstate Ins. Co. v. Sentry Ins. Co. of Michigan*, 175 Mich.App. 157, 437 N.W.2d 338, 339 (1989) (statute's purpose "is to reduce the basic cost of insurance by requiring a set-off of those government benefits [including workers' compensation] that duplicate no-fault benefits and coordinating those benefits a victim may receive"); *Carriers Ins. Co. v. Burakowski*, 93 Misc.2d 100, 402 N.Y.S.2d 333, 334 (1978) (declining to go against clear statutory language to deny PIP benefits to injured employee).

\*926 This interpretation is consistent with that of a respected insurance law treatise:

A provision of the no-fault law permitting an offset of benefits received under worker's compensation laws ... rather than the total disqualification of employed persons, is the customary approach. Thus, while the PIP insurer has no absolute defense, it may receive a credit for the compensation payments which have been received.

8D John A. Appleman, *Insurance Law and Practice* § 5187, at 574-75 (1981) (footnotes omitted) (emphasis added). [FN1]

FN1. Many cases cited by the parties are not persuasive because those jurisdictions apparently do not have statutes similar to section 31A-22-309(3) that explain how the legislature intended insurers to coordinate no-fault and workers' compensation benefits. See, e.g., *Gullett v. Brown*, 307 Ark. 385, 820 S.W.2d 457, 459 (1991) (workers' compensation exclusivity clause barred claim for uninsured motorist benefits); *CNA Ins. Co. v. Colman*, 222 Conn. 769, 610 A.2d 1257, 1260 (1992) (same); *Affiliated FM Ins. Co. v. Grange Mut. Casualty Co.*, 641 S.W.2d 49, 51 (Ky.Ct.App.1982) (employer's insurer liable for both workers' compensation and basic



reparation benefits); Heavens v. Laclede Gas Co., 755 S.W.2d 331, 333 (Mo.Ct.App.1988) (self-insured employer required to provide both uninsured motorist coverage and workers' compensation to employee); Ferry v. Liberty Mut. Ins. Co., 392 Pa.Super. 571, 573 A.2d 610, 612 (1990) (uninsured motorist benefits independent of workers' compensation).

[4] Had the legislature intended PIP insurers to have an absolute defense against injured employees, lawmakers could have easily added language to the statute indicating this intent. Interestingly, in wording the uninsured and underinsured motorist coverage statute, the legislature did that very thing by adding this language: "This coverage does not apply to an employee, who is injured by an uninsured motorist, whose exclusive remedy is provided by Title 35, Chapter 1, Workers' Compensation." § 31A-22-305(4)(b)(ii). No similar language is included in the PIP statutes, and we have "no power to rewrite a statute to make it conform to an intention not expressed." " In re Criminal Investigation, 754 P.2d 633, 640 (Utah 1988) (quoting Mountain States Tel. & Tel. Co. v. Public Serv. Comm'n, 107 Utah 502, 505, 155 P.2d 184, 185 (Utah 1945)).

### III. CONCLUSION

[5][6] This case is simply an action by an employee, Neel, against her employer's no-fault insurer. The State's designated insurer here is the State itself. The workers' compensation exclusivity provision does not bar this action. No-fault insurers, including self-insurers, are required to pay PIP benefits to injured employees to the extent those benefits exceed workers' compensation benefits.

In so holding, we overrule IML Freight insofar as it is inconsistent with this opinion. We are keenly aware of the doctrine of stare decisis and its importance as " 'a cornerstone of the Anglo-American jurisprudence that is crucial to the predictability of the law and the fairness of adjudication.' " State v. Menzies, 889 P.2d 393, 399 (1994) (quoting State v. Thurman, 846 P.2d 1256, 1269 (Utah 1993)). However, in the case of IML Freight, we are " 'clearly convinced that the rule was originally erroneous ... and that more good than harm will come by departing from [its] precedent.' " Menzies, 889 P.2d at 399 (quoting John Hanna, The Role of Precedent in Judicial Decision, 2 Vill.L.Rev. 367, 367 (1957)).

[7] Although the State's self-insurance program excludes PIP benefits to any person entitled to workers' compensation benefits, this exclusion is not in harmony with statutory requirements and is therefore invalid. Farmers Ins. Exch. v. Call, 712 P.2d 231, 233 (Utah 1985) ("An insurer has the right to contract with an insured as to the risks it will or will not assume, as long as neither statutory law nor public policy is violated."); see also Ferro v. Utah Dep't of Commerce, 828 P.2d 507, 512 n. 7 (Utah Ct.App.1992) ("If an agency regulation is not in harmony with [a] statute, it is invalid.").

We reverse the district court's grant of summary judgment and remand to the trial court for further proceedings.

ZIMMERMAN, C.J., STEWART, Associate C.J.,  
and DURHAM and RUSSON, JJ., concur.

889 P.2d 922

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activities.

Section 7. Section **31A-22-305** is amended to read:

**31A-22-305. Uninsured and underinsured motorist coverage.**

(1) As used in this section, "covered persons" includes:

(a) the named insured;

(b) persons related to the named insured by blood, marriage, adoption, or guardianship, who are residents of the named insured's household, including those who usually make their home in the same household but temporarily live elsewhere;

(c) any person occupying or using a motor vehicle:

(i) referred to in the policy; or

(ii) owned by a self-insurer; and

(d) any person who is entitled to recover damages against the owner or operator of the uninsured or underinsured motor vehicle because of bodily injury to or death of persons under Subsection (1)(a), (b), or (c).

(2) As used in this section, "uninsured motor vehicle" includes:

(a) (i) a motor vehicle, the operation, maintenance, or use of which is not covered under a liability policy at the time of an injury-causing occurrence; or

(ii) (A) a motor vehicle covered with lower liability limits than required by Section 31A-22-304; and

(B) the motor vehicle described in Subsection (2)(a)(ii)(A) is uninsured to the extent of the deficiency;

(b) an unidentified motor vehicle that left the scene of an accident proximately caused by the motor vehicle operator;

(c) a motor vehicle covered by a liability policy, but coverage for an accident is disputed by the liability insurer for more than 60 days or continues to be disputed for more than 60 days; or

(d) (i) an insured motor vehicle if, before or after the accident, the liability insurer of the motor vehicle is declared insolvent by a court of competent jurisdiction; and

(ii) the motor vehicle described in Subsection (2)(d)(i) is uninsured only to the extent that

the claim against the insolvent insurer is not paid by a guaranty association or fund.

(3) (a) Uninsured motorist coverage under Subsection 31A-22-302(1)(b) provides coverage for covered persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, disease, or death.

(b) For new policies written on or after January 1, 2001, the limits of uninsured motorist coverage shall be equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the insured's motor vehicle policy, unless the insured purchases coverage in a lesser amount by signing an acknowledgment form provided by the insurer that:

- (i) waives the higher coverage;
- (ii) reasonably explains the purpose of uninsured motorist coverage; and
- (iii) discloses the additional premiums required to purchase uninsured motorist coverage with limits equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the insured's motor vehicle policy.

(c) Self-insurers, including governmental entities, may elect to provide uninsured motorist coverage in an amount that is less than their maximum self-insured retention under Subsections (3)(b) and (4)(a) by issuing a declaratory memorandum or policy statement from the chief financial officer or chief risk officer that declares the:

- (i) self-insured entity's coverage level; and
- (ii) process for filing an uninsured motorist claim.

(d) Uninsured motorist coverage may not be sold with limits that are less than the minimum bodily injury limits for motor vehicle liability policies under Section 31A-22-304.

(e) The acknowledgment under Subsection (3)(b) continues for that issuer of the uninsured motorist coverage until the insured, in writing, requests different uninsured motorist coverage from the insurer.

(f) (i) In conjunction with the first two renewal notices sent after January 1, 2001, for policies existing on that date, the insurer shall disclose in the same medium as the premium

renewal notice, an explanation of the purpose of uninsured motorist coverage and the costs associated with increasing the coverage in amounts up to and including the maximum amount available by the insurer under the insured's motor vehicle policy.

(ii) The disclosure shall be sent to all insureds that carry uninsured motorist coverage limits in an amount less than the insured's motor vehicle liability policy limits or the maximum uninsured motorist coverage limits available by the insurer under the insured's motor vehicle policy.

(4) (a) (i) Except as provided in Subsection (4)(b), the named insured may reject uninsured motorist coverage by an express writing to the insurer that provides liability coverage under Subsection 31A-22-302(1)(a).

(ii) This rejection shall be on a form provided by the insurer that includes a reasonable explanation of the purpose of uninsured motorist coverage.

(iii) This rejection continues for that issuer of the liability coverage until the insured in writing requests uninsured motorist coverage from that liability insurer.

(b) (i) All persons, including governmental entities, that are engaged in the business of, or that accept payment for, transporting natural persons by motor vehicle, and all school districts that provide transportation services for their students, shall provide coverage for all motor vehicles used for that purpose, by purchase of a policy of insurance or by self-insurance, uninsured motorist coverage of at least \$25,000 per person and \$500,000 per accident.

(ii) This coverage is secondary to any other insurance covering an injured covered person.

(c) Uninsured motorist coverage:

(i) is secondary to the benefits provided by Title 34A, Chapter 2, Workers' Compensation Act;

(ii) may not be subrogated by the Workers' Compensation insurance carrier;

(iii) may not be reduced by any benefits provided by Workers' Compensation insurance;

(iv) may be reduced by health insurance subrogation only after the covered person has been made whole;

(v) may not be collected for bodily injury or death sustained by a person:

(A) while committing a violation of Section 41-1a-1314;

(B) who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Section 41-1a-1314; or

(C) while committing a felony; and

(vi) notwithstanding Subsection (4)(c)(v), may be recovered:

(A) for a person under 18 years of age who is injured within the scope of Subsection (4)(c)(v) but limited to medical and funeral expenses; or

(B) by a law enforcement officer as defined in Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

(d) As used in this Subsection (4) [:(i) ~~"Governmental entity" has the same meaning as under Section 63-30-2.~~ (ii) ~~"Motor~~, "motor vehicle" has the same meaning as under Section 41-1a-102.

(5) When a covered person alleges that an uninsured motor vehicle under Subsection (2)(b) proximately caused an accident without touching the covered person or the motor vehicle occupied by the covered person, the covered person must show the existence of the uninsured motor vehicle by clear and convincing evidence consisting of more than the covered person's testimony.

(6) (a) The limit of liability for uninsured motorist coverage for two or more motor vehicles may not be added together, combined, or stacked to determine the limit of insurance coverage available to an injured person for any one accident.

(b) (i) Subsection (6)(a) applies to all persons except a covered person as defined under Subsection (7)(b)(ii).

(ii) A covered person as defined under Subsection (7)(b)(ii) is entitled to the highest limits of uninsured motorist coverage afforded for any one motor vehicle that the covered person is the named insured or an insured family member.

(iii) This coverage shall be in addition to the coverage on the motor vehicle the covered person is occupying.

(iv) Neither the primary nor the secondary coverage may be set off against the other.

(c) Coverage on a motor vehicle occupied at the time of an accident shall be primary coverage, and the coverage elected by a person described under Subsections (1)(a) and (b) shall be secondary coverage.

(7) (a) Uninsured motorist coverage under this section applies to bodily injury, sickness, disease, or death of covered persons while occupying or using a motor vehicle only if the motor vehicle is described in the policy under which a claim is made, or if the motor vehicle is a newly acquired or replacement motor vehicle covered under the terms of the policy. Except as provided in Subsection (6) or this Subsection (7), a covered person injured in a motor vehicle described in a policy that includes uninsured motorist benefits may not elect to collect uninsured motorist coverage benefits from any other motor vehicle insurance policy under which he is a covered person.

(b) Each of the following persons may also recover uninsured motorist benefits under any one other policy in which they are described as a "covered person" as defined in Subsection (1):

- (i) a covered person injured as a pedestrian by an uninsured motor vehicle; and
- (ii) except as provided in Subsection (7)(c), a covered person injured while occupying or using a motor vehicle that is not owned, leased, or furnished, to the covered person, to the covered person's spouse, or to the covered person's resident parent or resident sibling.

(c) (i) A covered person may recover benefits from no more than two additional policies, one additional policy from each parent's household if the covered person is:

- (A) a dependent minor of parents who reside in separate households; and
- (B) injured while occupying or using a motor vehicle that is not owned, leased, or furnished to the covered person, the covered person's resident parent, or to the covered person's resident sibling.

(ii) Each parent's policy under this Subsection (7)(c) is liable only for the percentage of the damages that the limit of liability of each parent's policy of uninsured motorist coverage bears to the total of all uninsured coverage applicable to the accident.

(d) A covered person's recovery under any available policies may not exceed the full amount of damages.

(e) A covered person in Subsection (7)(b) is not barred against making subsequent elections if recovery is unavailable under previous elections.

(8) (a) As used in this section, "underinsured motor vehicle" includes a motor vehicle, the operation, maintenance, or use of which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate fully the injured party for all special and general damages.

(b) The term "underinsured motor vehicle" does not include:

(i) a motor vehicle that is covered under the liability coverage of the same policy that also contains the underinsured motorist coverage;

(ii) an uninsured motor vehicle as defined in Subsection (2); or

(iii) a motor vehicle owned or leased by the named insured, the named insured's spouse, or any dependant of the named insured.

(9) (a) (i) Underinsured motorist coverage under Subsection 31A-22-302(1)(c) provides coverage for covered persons who are legally entitled to recover damages from owners or operators of underinsured motor vehicles because of bodily injury, sickness, disease, or death.

(ii) A covered person occupying or using a motor vehicle owned, leased, or furnished to the covered person, the covered person's spouse, or covered person's resident relative may recover underinsured benefits only if the motor vehicle is:

(A) described in the policy under which a claim is made; or

(B) a newly acquired or replacement motor vehicle covered under the terms of the policy.

(b) For new policies written on or after January 1, 2001, the limits of underinsured motorist coverage shall be equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the insured's motor vehicle policy, unless the insured purchases coverage in a lesser amount by signing an acknowledgment form provided by the insurer that:

(i) waives the higher coverage;

(ii) reasonably explains the purpose of underinsured motorist coverage; and

(iii) discloses the additional premiums required to purchase underinsured motorist



coverage with limits equal to the lesser of the limits of the insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the insured's motor vehicle policy.

(c) Self-insurers, including governmental entities, may elect to provide underinsured motorist coverage in an amount that is less than their maximum self-insured retention under Subsections (9)(b) and (9)(g) by issuing a declaratory memorandum or policy statement from the chief financial officer or chief risk officer that declares the:

- (i) self-insured entity's coverage level; and
- (ii) process for filing an underinsured motorist claim.

(d) Underinsured motorist coverage may not be sold with limits that are less than \$10,000 for one person in any one accident and at least \$20,000 for two or more persons in any one accident.

(e) The acknowledgment under Subsection (9)(b) continues for that issuer of the underinsured motorist coverage until the insured, in writing, requests different underinsured motorist coverage from the insurer.

(f) The named insured's underinsured motorist coverage, as described in Subsection (9)(a), is secondary to the liability coverage of an owner or operator of an underinsured motor vehicle, as described in Subsection (8). Underinsured motorist coverage may not be set off against the liability coverage of the owner or operator of an underinsured motor vehicle, but shall be added to, combined with, or stacked upon the liability coverage of the owner or operator of the underinsured motor vehicle to determine the limit of coverage available to the injured person.

(g) (i) A named insured may reject underinsured motorist coverage by an express writing to the insurer that provides liability coverage under Subsection 31A-22-302(1)(a).

(ii) This written rejection shall be on a form provided by the insurer that includes a reasonable explanation of the purpose of underinsured motorist coverage and when it would be applicable.

(iii) This rejection continues for that issuer of the liability coverage until the insured in writing requests underinsured motorist coverage from that liability insurer.

(h) (i) In conjunction with the first two renewal notices sent after January 1, 2001, for policies existing on that date, the insurer shall disclose in the same medium as the premium renewal notice, an explanation of the purpose of underinsured motorist coverage and the costs associated with increasing the coverage in amounts up to and including the maximum amount available by the insurer under the insured's motor vehicle policy.

(ii) The disclosure shall be sent to all insureds that carry underinsured motorist coverage limits in an amount less than the insured's motor vehicle liability policy limits or the maximum underinsured motorist coverage limits available by the insurer under the insured's motor vehicle policy.

(10) (a) (i) Except as provided in this Subsection (10), a covered person injured in a motor vehicle described in a policy that includes underinsured motorist benefits may not elect to collect underinsured motorist coverage benefits from any other motor vehicle insurance policy.

(ii) The limit of liability for underinsured motorist coverage for two or more motor vehicles may not be added together, combined, or stacked to determine the limit of insurance coverage available to an injured person for any one accident.

(iii) Subsection (10)(a)(ii) applies to all persons except a covered person as defined under Subsections (10)(b)(i) and (ii).

(b) (i) Except as provided in Subsection (10)(b)(ii), a covered person injured while occupying, using, or maintaining a motor vehicle that is not owned, leased, or furnished to the covered person, the covered person's spouse, or the covered person's resident parent or resident sibling, may also recover benefits under any one other policy under which they are a covered person.

(ii) (A) A covered person may recover benefits from no more than two additional policies, one additional policy from each parent's household if the covered person is:

(I) a dependent minor of parents who reside in separate households; and

(II) injured while occupying or using a motor vehicle that is not owned, leased, or furnished to the covered person, the covered person's resident parent, or the covered person's resident sibling.

(B) Each parent's policy under this Subsection (10)(b)(ii) is liable only for the percentage of the damages that the limit of liability of each parent's policy of underinsured motorist coverage bears to the total of all underinsured coverage applicable to the accident.

(iii) A covered person's recovery under any available policies may not exceed the full amount of damages.

(iv) Underinsured coverage on a motor vehicle occupied at the time of an accident shall be primary coverage, and the coverage elected by a person described under Subsections (1)(a) and (b) shall be secondary coverage.

(v) The primary and the secondary coverage may not be set off against the other.

(vi) A covered person as defined under Subsection (10)(b)(i) is entitled to the highest limits of underinsured motorist coverage under only one additional policy per household applicable to that covered person as a named insured, spouse, or relative.

(vii) A covered injured person is not barred against making subsequent elections if recovery is unavailable under previous elections.

(c) Underinsured motorist coverage:

(i) is secondary to the benefits provided by Title 34A, Chapter 2, Workers' Compensation Act;

(ii) may not be subrogated by the Workers' Compensation insurance carrier;

(iii) may not be reduced by any benefits provided by Workers' Compensation insurance;

(iv) may be reduced by health insurance subrogation only after the covered person has been made whole;

(v) may not be collected for bodily injury or death sustained by a person:

(A) while committing a violation of Section 41-1a-1314;

(B) who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Section 41-1a-1314; or

(C) while committing a felony; and

(vi) notwithstanding Subsection (10)(c)(v), may be recovered:

(A) for a person under 18 years of age who is injured within the scope of Subsection

(10)(c)(v) but limited to medical and funeral expenses; or

(B) by a law enforcement officer as defined in Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

(11) The inception of the loss under Subsection 31A-21-313(1) for underinsured motorist claims occurs upon the date of the last liability policy payment.

(12) (a) Within five business days after notification in a manner specified by the department that all liability insurers have tendered their liability policy limits, the underinsured carrier shall either:

(i) waive any subrogation claim the underinsured carrier may have against the person liable for the injuries caused in the accident; or

(ii) pay the insured an amount equal to the policy limits tendered by the liability carrier.

(b) If neither option is exercised under Subsection (12)(a), the subrogation claim is deemed to be waived by the underinsured carrier.

(13) Except as otherwise provided in this section, a covered person may seek, subject to the terms and conditions of the policy, additional coverage under any policy:

(a) that provides coverage for damages resulting from motor vehicle accidents; and

(b) that is not required to conform to Section 31A-22-302.

Section 8. Section **63-30a-3** is amended to read:

**63-30a-3. Payment of reimbursement of attorneys' fees and court costs.**

(1) A request for reimbursement of attorneys' fees and court costs shall be filed in the manner provided in Sections [~~63-30-36 and 63-30-37~~] 63-30d-902 and 63-30d-903.

(2) (a) Any reimbursement of attorneys' fees and court costs filed on behalf of an officer or employee of the state shall be paid from funds appropriated to the department or division that employed the officer or employee at the time of the act or omission that gave rise to the indictment or information.

(b) If those funds are unavailable, the reimbursement shall be paid from the General Fund upon approval by the Board of Examiners and legislative appropriation.

Section 9. Section **63-30d-101** is enacted to read:

# Utah Counties Insurance Pool Payments

March 19 - May 12, 2004

Type	Date	Num	Name	Memo	Split	Amount
<b>WF-Expense</b>						
Check	3/29/2004	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-746.76
Check	3/29/2004	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-2,081.25
Check	3/29/2004	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-399.44
Paycheck	3/31/2004		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	3/31/2004		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	3/31/2004		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	3/31/2004		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	3/31/2004		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Liability Check	3/31/2004		QuickBooks Payroll Service	Created by Payroll Service on 03/26/2004	-SPLIT-	-8,844.83
Check	3/31/2004	2356	Jerry Grover	Reimbursable Expenses	-SPLIT-	-553.00
Check	3/31/2004	2357	Kenneth Bischoff	Reimbursable Expenses AGRIP Conference	Board Expense	-22.25
Check	3/31/2004	2358	iPhusion	Invoice Numbers: 1139	Information Technology	-2,920.00
Check	3/31/2004	2359	Suitter Axland	Invoice Numbers: 1264995	-SPLIT-	-1,798.81
Check	3/31/2004	2360	AJ Gallagher Risk Management Services Inc	Invoice Number: 213486	-SPLIT-	-1,984.00
Check	3/31/2004	2361	Print2day	Invoice Number: 415859	Printing	-208.56
Check	3/31/2004	2362	TelAmerica	Invoice Number: 1570693	Telephone	-50.63
Check	3/31/2004	2363	A La Carte Catering	Invoice Numbers: 2084	Board Expense	-188.50
Check	3/31/2004	2364	Dan McConkie	Mileage Reimbursement	Board Expense	-22.88
Check	3/31/2004	2365	Steve Baker	Mileage Reimbursement	Board Expense	-18.86
Check	3/31/2004	2366	Kenneth Bischoff	Mileage Reimbursement	Board Expense	-33.75
Check	3/31/2004	2367	Kent Sundberg	Mileage Reimbursement	Board Expense	-37.50
Check	3/31/2004	2368	Steven Wall	Mileage Reimbursement	Board Expense	-123.75
Check	3/31/2004	2369	Ira Hatch	Mileage Reimbursement	Board Expense	-127.50
Check	3/31/2004	2370	Gene Roundy	Mileage Reimbursement	Board Expense	-196.50
Check	3/31/2004	2371	Utah Association of Counties	Fourth Quarter	-SPLIT-	-21,570.49
Liability Check	4/2/2004		United States Treasury	87-0495792	-SPLIT-	-5,659.48
Liability Check	4/2/2004		Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,460.00
Liability Check	4/14/2004		QuickBooks Payroll Service	Created by Payroll Service on 04/13/2004	-SPLIT-	-8,808.97
Paycheck	4/15/2004		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	4/15/2004		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	4/15/2004		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	4/15/2004		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	4/15/2004		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Liability Check	4/20/2004	2372	Utah Retirement Systems	Unit No: 864 (March 2004)	-SPLIT-	-5,007.51
Liability Check	4/20/2004	2373	Utah State Tax Commission	Account Number: 268319	Payroll Liabilities	-3,669.30
Check	4/20/2004	2374	BOX	Risk Management Program Premium Credit	Premiums Written	-5,068.00
Check	4/20/2004	2375	CAC	Risk Management Program Premium Credit	Premiums Written	-8,794.00
Check	4/20/2004	2376	CAR	Risk Management Program Premium Credit	Premiums Written	-2,451.00
Check	4/20/2004	2377	DAV	Risk Management Program Premium Credit	Premiums Written	-20,436.00
Check	4/20/2004	2378	EME	Risk Management Program Premium Credit	Premiums Written	-5,083.00
Check	4/20/2004	2379	GRA	Risk Management Program Premium Credit	Premiums Written	-2,724.00
Check	4/20/2004	2380	IRO	Risk Management Program Premium Credit	Premiums Written	-4,174.00
Check	4/20/2004	2381	MILL	Risk Management Program Premium Credit	Premiums Written	-5,178.00
Check	4/20/2004	2382	RIC	Risk Management Program Premium Credit	Premiums Written	-1,103.00
Check	4/20/2004	2383	SAJ	Risk Management Program Premium Credit	Premiums Written	-6,875.00
Check	4/20/2004	2384	SAN	Risk Management Program Premium Credit	Premiums Written	-1,821.00
Check	4/20/2004	2385	UIN	Risk Management Program Premium Credit	Premiums Written	-6,365.00
Check	4/20/2004	2386	UTA	Risk Management Program Premium Credit	Premiums Written	-24,818.00
Check	4/20/2004	2387	WAT	Risk Management Program Premium Credit	Premiums Written	-6,501.00
Check	4/20/2004	2388	WAS	Risk Management Program Premium Credit	Premiums Written	-12,087.00
Check	4/20/2004	2389	WEB	Risk Management Program Premium Credit	Premiums Written	-19,621.00
Check	4/20/2004	2390	Hampton Inn	AR April 20, LV April 23	-SPLIT-	-621.00
Check	4/20/2004	2391	Suitter Axland	Invoice Numbers: 1265254	-SPLIT-	-1,888.50
Check	4/20/2004	2392	Arthur J. Gallagher & Co.	Invoice Number: 56046	Airport Liability	-3,500.00
Check	4/20/2004	2393	Arthur J. Gallagher & Co.	Invoice Number: 55775	Airport Liability	-9,867.00
Check	4/20/2004	2394	AJ Gallagher Risk Management Services Inc	Invoice Number: 215003	-SPLIT-	-1,289.00
Check	4/20/2004	2395	Verizon Wireless	Invoice Number: 1851992619	Telephone	-75.15
Check	4/20/2004	2396	Verizon Wireless	Invoice Number: 1852265545	Telephone	-103.03
Check	4/20/2004	2397	Utah Safety Council	Invoice Number: 77818	Loss Control / Training	-127.50
Check	4/20/2004	2398	TCNS, Inc.	Invoice Number: 1757	Information Technology	-464.00
Check	4/20/2004	2399	Positive Incentives	Invoice Numbers: 84680	-SPLIT-	-910.04
Check	4/20/2004	2400	Office Depot	Account Number: 35538769	-SPLIT-	-251.64
Check	4/20/2004	2401	Qwest	Account Number: 801-288-0906-3232	Telephone	-117.49
Check	4/20/2004	2402	Qwest	Account Number: 801-293-3098-606B	Telephone	-210.94
Check	4/20/2004	2403	Huddard Floral Company	Account Number: 202251	-SPLIT-	-105.70
Check	4/20/2004	2404	Larson & Company	Invoice Number: 8434	Accounting	-3,009.89
Check	4/20/2004	2405	Sonya J. White	VOID: Reimbursable Expenses	-SPLIT-	0.00
Check	4/20/2004	2406	Lester J. Nixon	Per Diem	Expenses	-120.00
Check	4/20/2004	2407	Mark W. Brady	Per Diem (In-State)	Expenses	-120.00
Check	4/20/2004	2408	PEHP-LTD	Coverage Period: March 2004	Medical	-148.10
Check	4/20/2004	2409	Steve Bauter	Entertainment, April 20 IC Workshop	Exhibiting & Sponsorship	-150.00
Check	4/20/2004	2410	Sonya J. White	Reimbursable Expenses	-SPLIT-	-768.80
Check	4/20/2004	2411	Positive Incentives	Invoice Numbers: 84685	Exhibiting & Sponsorship	-1,066.33
Check	4/20/2004	2412	Positive Incentives	Invoice Numbers: 84687	Loss Control / Training	-526.95
Check	4/20/2004	2413	Glyphics Communications	Statement Number: 1030800	Telephone	-83.55
Liability Check	4/20/2004	2414	Utah Local Governments Trust	Customer Number: 1576.0 (May)	-SPLIT-	-4,602.79
Check	4/20/2004	2415	Butterfield Ford Fleet	Invoice #: T04 1583	Reserve	-25,405.00
Check	4/26/2004	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-381.98
Check	4/26/2004	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	Office Supplies	-181.17
Check	4/26/2004	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-1,874.31
Liability Check	4/29/2004		QuickBooks Payroll Service	Created by Payroll Service on 04/27/2004	-SPLIT-	-8,929.59
Paycheck	4/30/2004		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2004		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2004		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2004		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2004		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Liability Check	5/3/2004		United States Treasury	87-0495792	-SPLIT-	-5,678.00
Check	5/5/2004	2416	Kent Sundberg	Airfare Reimbursement	Board Expense	-297.80
Liability Check	5/5/2004		Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,460.00

Type	Date	Num	Name	Memo	Split	Amount
Liability Check	5/5/2004	2417	Utah Retirement Systems	Unit No: 864 (April 2004)	-SPLIT-	-5,007.51
Check	5/5/2004	2418	PEHP-LTD	Coverage Period: April 2004	Medical	-148.10
Check	5/5/2004	2419	Lester J. Nixon	Reimbursable Expenses	-SPLIT-	-528.16
Check	5/5/2004	2420	Utah Chapter of RIMS	Lester Nixon Workshop Registration	Expenses	-45.00
Check	5/5/2004	2421	Utah Association of Counties	Invoice Number: 415	Lobbying & Legislative Tra...	-10,000.00
Check	5/5/2004	2422	Jennifer Webb	Personnel Workshop Presentation	Loss Control / Training	-750.00
Check	5/5/2004	2423	SHRM	Invoice Number: 2001680432	-SPLIT-	-160.00
Check	5/5/2004	2424	Qwest	Account Number: 801-293-3098-606B	Telephone	-215.23
Check	5/5/2004	2425	Utah Safety Council	Invoice Number: 77955	Loss Control / Training	-127.50
Check	5/5/2004	2426	Sonya J. White	Mileage & Per Diem	-SPLIT-	-504.00
Check	5/5/2004	2427	Mark W. Brady	Reimbursable Expenses	-SPLIT-	-1,262.10
Check	5/12/2004	2428	Weber County	Booth Space WIR Conference	Exhibiting & Sponsorship	-500.00
Check	5/12/2004	2429	Kinko's	Account Number: 0000511812	Copying	-15.34
Check	5/12/2004	2430	Christensen & Jensen	Invoice Number: 34085	Professional Fees	-1,515.60
Check	5/12/2004	2431	Larson & Company	Invoice Number: 8966	Accounting	-97.50
Check	5/12/2004	2432	Verizon Wireless	Invoice Number: 1858806419	Telephone	-84.65
Check	5/12/2004	2433	Verizon Wireless	Invoice Number: 1859076117	Telephone	-70.88
Check	5/12/2004	2434	Ogden Eccles Conference Center	Event 4/20/2004	Exhibiting & Sponsorship	-1,491.55
Total WF-Expense						-298,491.95
<b>WF-Work Comp Expense</b>						
Check	4/20/2004	0010	BRF - Alternative Service Concepts	Voucher Number: 19	TPA WC	-244.73
Check	4/20/2004	0011	Corvel	Voucher Number: 20	TPA WC	-117.60
Check	4/20/2004	0012	Eckman/Freeman & Associates	Voucher Number: 21	TPA WC	-248.98
Check	4/29/2004	0013	Alternative Service Concepts, LLC	Invoice Number: 0009288-IN	TPA WC	-12,653.41
Check	4/29/2004	0014	Alternative Service Concepts, LLC	Invoice Number: 0009289-IN	TPA WC	-11,056.82
Check	4/29/2004	0015	Alternative Service Concepts, LLC	Invoice Number: 0009290-IN	TPA WC	-12,535.23
Total WF-Work Comp Expense						-36,856.77
<b>TOTAL</b>						<b>-335,348.72</b>